

4-1025

THIS AGREEMENT made the 13th day of October  
1970, between

THE LITTLE FERRY BOARD OF EDUCATION, hereinafter referred  
to as the Board, and

THE LITTLE FERRY PRINCIPAL ASSOCIATION, hereinafter re-  
ferred to as the Association.

W I T N E S S E T H:

WHEREAS, the Board is required by law to negotiate with  
the Association on wages and the terms and conditions of employ-  
ment, and

WHEREAS, the parties through good faith negotiations have  
reached agreement in all matters and desire to execute this  
contract covering such agreement

NOW THEREFORE in consideration of the mutual covenants  
and conditions hereinafter contained, the parties hereto agree  
as follows:

1. RECOGNITION CLAUSE

The Board hereby recognizes the Little Ferry Principal  
Association as the exclusive bargaining representative for all  
principals under contract.

(a) The term "principal" when used hereinafter in  
this agreement shall refer to all employees represented by the  
name of the employee organization in the bargaining or  
negotiating unit as above defined.

(b) The term "Board" shall include its officers and  
agents. The board agrees not to negotiate with any organization  
other than that designated as the representative, above mentioned,  
for the duration of this agreement.

2. MANAGEMENT RIGHTS CLAUSE

The Board on its own behalf and on behalf of the electors  
of the district, hereby retains and reserves unto itself,  
without limitation, all powers, rights, authority, duties and

responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey, and of the United States, including, but without limiting the generality of the foregoing, the right:

(a) To the executive management and administrative control of the school system and its properties and facilities and the activities of its employees;

(b) To hire all employees and subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, to their dismissal or demotion; and to promote, and transfer all such employees;

(c) To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;

(d) To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;

(e) To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and non-teaching activities, and the terms and conditions of employment.

The exercise of the foregoing powers, right, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of New Jersey, and the Constitution and laws of the United States.

Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under any national, state, county, district, or local laws or regulations

as they pertain to education.

### 3. HOSPITALIZATION AND HEALTH BENEFITS

The Board will pay the full cost of New Jersey State Health Benefits Insurance Plan which includes Blue Cross, Blue Shield, Major Medical, and Rider J by Prudential for all members. The Board will also pay the full cost (100%) for their dependents. Any principal whose status changes after June 1970 shall also be eligible for dependent coverage.

### 4. SALARY

See Schedule A, a copy of which is attached hereto and made a part hereof.

### 5. GRIEVANCE PROCEDURE

#### (a) Policy

To promote to the highest possible degree harmonious employer-employee relations it is necessary that procedures to resolve grievances be established.

#### (b) Definitions

A grievance shall mean a complaint by an employee(s) (1) that there has been as to him(them) a violation, misinterpretation or inequitable application of any of the provisions of the agreement or (2) that he(they) has(have) been treated unfairly or inequitably by reason of any act or condition which is contrary to established board policy or administrative practice governing or affecting employees. However, the term "grievance" shall not apply to (a) a method of review prescribed by law or (b) any rule or regulation of the State Commissioner of Education or (c) any by-law of the Board of Education or (d) any matter which according to law is either beyond the scope of the Board authority or limited to unilateral action by the Board alone or (e) a complaint of a non-tenure principal which arises by reason of his not being reemployed (f) or a complaint by any certificated personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in any position for which tenure is either not possible or not required.

1. A grievance to be considered under this procedure must be initiated by the employee(s) within five (5) school days of

its occurrence. If such grievance is not submitted within the allotted time, it shall be considered waived.

11. The Principal "organization" recognized by the Board as the official and exclusive representative for the Principals of this school district shall in all instances be the Little Ferry Principal Association.

(c) Procedure

1. Any individual member or group of Principals shall have the right to present a grievance (as defined in Definitions) to be processed as per following agreement.

11. In presenting his (their) professional grievances the Principal(s) shall be assured freedom from prejudicial action in presenting his (their) appeal.

Step 1. Any principal(s) who has(have) a grievance shall discuss it first with the Superintendent of Schools in an attempt to resolve the matter at that level.

Step 2. If, as a result of the discussion, the matter is not resolved to the satisfaction of the aggrieved principal(s) within five (5) school days, he (they) shall set forth his (their) complaint in writing through the Superintendent to the Board for review of the grievance. The grievance shall be prepared in the following form:

- A. The nature of the grievance.
- B. The nature and extent of the injury, loss or inconvenience.
- C. The results of previous discussions.
- D. His (their) dissatisfaction with decisions previously rendered.

The Board, or a committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the principal(s) and render a decision in writing within thirty (30) calendar days of receipt of the grievance by the Board or of the date of the hearing with the principal(s) whichever comes later.

Step 3. If, after Step 2, the aggrieved principal(s) is (are) not satisfied with the disposition of his (their) grievance, he (they) may, within fifteen (15) school days, submit the grievance to the Public Employees Relations Commissioner (herein after referred to as PERC).

Both parties agree to abide by the recommendations of PERC in order to reach an agreeable solution.

6. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest or any other participant in the grievance procedure by reason of such participation.

7. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personal file of any of the participants.

8. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this Article.

9. This Agreement executed on or before the first day of July, 1970, shall continue in full force and effect without change until completion of the required school year (as per New Jersey State Law) of 1970-1971.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals all on the day and year first above written.

LITTLE FERRY BOARD OF EDUCATION

Attest:

*Conrad B. ...*  
Secretary

By *Robert ...*  
President

LITTLE FERRY PRINCIPAL ASSOCIATION

Attest:

*Fred E. Peterson*  
Secretary

By *Charles D. ...*  
President

SCHEDULE "A"

LITTLE FERRY PRINCIPALS SALARIES 1970-1971

<u>Principal</u>	<u>Salary</u>
Mr. Charles G. Fitzpatrick	\$15,700.
Mr. Frederick E. Peterson	\$14,875.

Salaries are based on a twelve (12) month year.

AGREEMENT

LITTLE FERRY BOARD OF  
EDUCATION

and

LITTLE FERRY PRINCIPAL  
ASSOCIATION

Dated: October 13, 1970

NORMAN BIENER, ESQ.  
203 Main Street  
Little Ferry, N. J.